

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Appl. No. : 08/594,983 Confirmation No.: 4234
Patent No. : 5,748,740
Issue Date: May 5, 1998
Applicant(s) : Curry et al
Title : Method, Apparatus, System and Firmware for Secure Transactions
Group Art Unit : 3642
Examiner : Bernard E. Gregory
Docket No. : 20661-457

MAIL STOP PETITION
COMMISSIONER FOR PATENTS
P.O. BOX 1450
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May 26, 2010

STATEMENT BY MATTHEW K. ADAMS IN SUPPORT OF THE PETITION TO
REVIVE U.S. PATENT NO. 5,748,740

I, Matthew K. Adams, hereby state:

1. I reside at 6823 Winding Rose Trail, Dallas, Texas, 75252 and have personal knowledge related to the petition to revive U.S. Patent No. 5,748,740 (hereinafter, "the '740 patent"). I am currently employed by Maxim Integrated Products (hereinafter, "Maxim") and was employed by Dallas Semiconductor Corporation (hereinafter, "Dallas") prior to the merger of Maxim and Dallas on April 11, 2001.

2. The '740 patent was assigned to Dallas and issued on May 5, 1998. Maxim is the current owner of the '740 patent and the only party of interest.

3. A first maintenance fee for the '740 patent was due on September 5, 2001, which was not paid. The '740 is currently expired for failure to pay this first maintenance fee.

4. Dallas and Maxim had a defined patent maintenance fee payment procedure for patents originally assigned to Dallas in which the outside patent law firm, Jenkins &

Gilchrist, requested and received authorization to pay maintenance fees for these patents. This defined patent maintenance fee payment procedure required Jenkins & Gilchrist to docket patent maintenance fees and timely request authorization from Dallas (or Maxim after the merger) to pay a patent maintenance fee. After authorization was given, Jenkins & Gilchrist paid the authorized maintenance fee.

5. Dallas and Maxim relied on Jenkins & Gilchrist to properly docket and maintain the patents assigned to Dallas. Dallas and Maxim also relied on Jenkins & Gilchrist to inform it when a patent maintenance fee was coming due and request authorization to pay the fee.

6. During the period between July 1, 2000 to June 4, 2002 (hereinafter, "relevant time period"), I was a manager or director for the Microcontroller Business Unit and was responsible for receiving authorization requests for the payment of maintenance fees for patents related to this business unit. In instances where the patent related to secure products, I forwarded all authorization requests to Mr. Michael Bolan who would determine whether a maintenance fee should be paid. The '740 patent is related to secure products and I was responsible for receiving authorization requests for the maintenance fee of this patent and forwarding them to Mr. Bolan.

7. During the relevant time period, I received authorization requests for payment of maintenance fees from Jenkins & Gilchrist, the law firm identified as the correspondence address for the patents assigned to Dallas Semiconductor Corporation.

8. Upon receiving an authorization request for payment of a maintenance fee for a patent related to secure products, I forwarded the request (and sometimes other relevant information) to Mr. Michael Bolan so that he could decide whether to authorize payment of the maintenance fee. Mr. Bolan would provide me his decision and I would forward that decision to Jenkins & Gilchrist, who would then act accordingly.

9. The authorization requests from Jenkins & Gilchrist and instructions to Jenkins & Gilchrist are archived within my email account. My email correspondence with Mr. Bolan is also archived within my email account.

10. In regards to the first maintenance fee payment for the '740 patent, I have searched my email archive during the relevant time period and have not found any

authorization request from Jenkins & Gilchrist to pay this first maintenance fee. I have also not found any email communication with Mr. Bolan regarding the payment of this first maintenance fee.


11. I have no personal recollection of ever receiving an authorization request to pay the first maintenance fee for the '740 patent.

12. To the best of my knowledge after having performed reasonable diligence, I did not receive an authorization request from Jenkins & Gilchrist for payment of the first maintenance fee for the '740 patent.

13. I have reviewed the '740 patent and believe, based on the claimed invention therein, that had I received an authorization request from Jenkins & Gilchrist to pay the first maintenance fee, authorization would have been provided.

Respectfully submitted,

Date: May 26, 2010



Matthew Adams